



## NEW MEXICO FIRM, LLC.

Friday, January 10, 2014

*By Email:*

Danni Sutana  
6600 Sachu St  
Cochiti Lake, NM 87083  
d\_sutana@hotmail.com

**Re: Amended Engagement Letter for Legal Services**

Dear Ms. Sutana:

This letter is amended from the original letter that was given to you via hand on Dec 1, 2012.

You have asked us to serve as legal counsel to you for the purposes set forth below. This letter will describe the basis on which we will provide legal services. If you have any questions, or if you would like to discuss possible modifications, do not hesitate to call. I would appreciate your signatures below, confirming your concurrence in the scope of representation.

1. ***Client; Scope of Representation.*** Our role at present will be to represent you in your administrative process of your Employment matter.

Because we are not general counsel to you our acceptance of this engagement does not involve an undertaking to represent anyone else in any other matter. We are providing legal advice pertaining to the above-referenced matter; any other advice is not within the scope of this representation.

2. ***Advice about Possible Outcomes.*** Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the rights and obligations of the parties or various courses of action and the results that might be anticipated. Any such statement made by us is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

3. ***Fees and Expenses.*** An Hourly rate is what we recommend for this type of matter. The firm requests a retainer in the amount of \$5,000 to cover the initial amount of attorney fees and costs. The hourly rate time will be kept but you will not be charged beyond the \$5,000 retainer that you have paid on this case ,until the completion of both the Federal Law suit and the administrative process.

Santa Fe  
103 St. Francis Drive, Suite A  
Santa Fe, NM 87501  
Phone : 505-988-9750 Fax : 505-657-8780  
Email : nate@newmexicofirm.com

# Exhibit D

Attorney fees are based on the billing rates for Nate Thompkins, Esquire, and Paralegal Bina Shahani who will devote time to your matter. The billing rate for the attorneys is \$250 per hour, plus gross receipts tax. Time devoted by Paralegal is \$75 per hour, plus gross receipts tax. We may also associate with other attorneys in appropriate circumstances. We will promptly apprise you of such association in advance. You will be responsible for those fees.

In Addition, there might be costs that you have to pay upfront such as:

- a) Costs for any/all expert witnesses.
- b) Costs for mediation and conciliatory services
- c) Costs for depositions and court reported transcribing services.
- d) Costs for retrieving medical records and drug tests.
- e) Costs for filing and any other additional court fees.

Should an appeal be taken by the opposing party or by you, a rate of Three Hundred Fifty Dollars (\$350.00) per hour shall be charged for services performed by the attorneys. Said non-contingent fee will be in addition to the contingent fee previously agreed upon.

We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel (if necessary), long-distance telephone and telecopy, word processing, and search and filing fees. Fees and expenses of others (such as consultants and experts) generally will not be paid by us, but will be billed directly to you. The New Mexico gross receipts tax will be added to our bills.

The fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Payment of our fees and costs is in no way contingent on the ultimate outcome of the matter.

4. **Payment.** You are responsible for payment of our fees and expenses. An initial Retainer Fee of \$5,000 is required from which we will bill for attorney fees and costs you initially incur with us.

Statements normally will be rendered periodically for costs and expenses recorded on our books. ***Payment is due promptly upon receipt of our statement.*** If any statement remains unpaid for more than 60 days, we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. A reminder statement is sent periodically for any unpaid amounts.

5. **Term of Engagement.** Either you or we may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Client's interests in the above matter.

6. **Conclusion of Representation; Retention and Disposition of Documents.** Unless earlier terminated, our representation of you will terminate upon the conclusion of the above identified litigation. Following such termination, any otherwise non-public information which you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property (if any) will be returned to you promptly upon receipt of payment for

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outstanding fees and costs. Our own files pertaining to the matter will be retained by us. These files may include, for example, administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by us will be transferred to the person responsible for administering our records retention program. It is our normal practice to destroy a file seven years after it is closed.

7. ***Post-Engagement Matters.*** The Client is engaging the firm to provide legal services in connection with specific matters. After completion of the matters, future deadlines may be identified and/or changes may occur in the applicable laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless we are engaged after completion of the matter to provide additional advice on issues rising from the matter, the firm has no continuing obligation to advise the Client with respect to future legal developments.

8. ***Client Responsibilities.*** You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation.

Once again we are pleased to have this opportunity to work with you. Please call if you have any questions or comments during the course of our representation.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Nate V. Thompkins".

Nate Thompkins

***Agreed and Accepted:***

BY: \_\_\_\_\_  
*Danni Sutana*

# Exhibit D